

RETURN OF SERVICE**IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH**

Case Number: 25CV34179

Plaintiff: **MISTY BRIMMER**

vs.

Defendant: **STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY**Service Documents:
SUMMONS AND COMPLAINT;
MEDIATION NOTICE

For:

Hunking Law, LLC
566 NW Van Buren Ave
Corvallis, OR 97330

Received by Emerald City Legal Support Service Inc. on the 3rd day of June, 2025 at 7:04 pm to be served on **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY R/A: CORPORATION SERVICE COMPANY, 1127 BROADWAY ST NE, STE 310, SALEM, OR 97301.**

I, P. Bustamante, do hereby affirm that on the **9th day of June, 2025 at 10:20 am, I:**

SERVED STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY R/A: CORPORATION SERVICE COMPANY at 1127 BROADWAY ST NE, STE 310, SALEM, OR 97301 by personally serving a true copy of the SUMMONS AND COMPLAINT; MEDIATION NOTICE upon CHRISTINA HAMMOCK, the clerk on duty in the office of the Registered Agent and who is authorized to accept service.

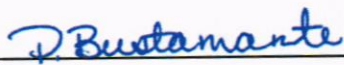
CERTIFICATION OF MAILING: I Olivia Lundin certify that on **6/12/2025** a true copy of SUMMONS AND COMPLAINT; MEDIATION NOTICE and this Return of Service were mailed to STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY to 1127 BROADWAY ST NE, STE 310, SALEM, OR 97301 by First Class Mail, postage paid.

X 

Description of Person Served: Age: 28, Sex: F, Race/Skin Color: CAUCASIAN, Height: 5'2", Weight: 140, Hair: RED, Glasses: N

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that it is made for use as evidence in court and is subject to penalty for perjury.


P. Bustamante
Process Server

6/12/2025
Date

Emerald City Legal Support Service Inc.
1358 Oak Street
Suite 2
Eugene, OR 97401-3581
(877) 600-8807

Our Job Serial Number: EME-2025002430
Ref: RFS 2430



967 N Cascade Dr
Woodburn, OR 97071



State Farm Mutual Automobile Insurance Company
R/A: Corporation Service Company
1127 Broadway St NE, Ste 310
Salem, OR 97301

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

MISTY BRIMMER, an individual

Case No. 25CV34179

Plaintiff,

v.

SUMMONSSTATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, or its unknown
business entity, a foreign corporation,

Defendant.

To: State Farm Mutual Automobile Insurance Company through Registered Agent Corporation
Service Company, 1127 Broadway Street NE, Suite 310, Salem, OR 97301.**NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must “appear” in this case, or the other side will win automatically. To “appear” you must file with the court a legal document called a “motion” or “answer.” The “motion” or “answer” must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff’s attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar’s Lawyer Referral Service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.

Jennifer Hunking

Jennifer Hunking, OSB # 104128

jennifer@hunkinglaw.com

Attorney for Plaintiff

I certify that I served a true copy of the Summons and Complaint in the entitled matter on the _____ day of _____, 20____. I am a competent person over the age of 18 and a resident of the state of Oregon. Further, I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

SUMMONS - 1

Hunking Law, LLC
566 NW Van Buren Ave.
Corvallis, Oregon 97330
(541)486-5464

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

MISTY BRIMMER, an individual

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a foreign
business corporation and/or its unknown
business entity,

Defendant.

Case No.

COMPLAINT FOR BREACH OF
CONTRACT (UNDERINSURED
MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST
FOR JURY TRIAL

Claim is over \$50,000 and Claim is Not
Subject to Mandatory Arbitration

TOTAL PRAYER: \$301,000.00

Fee Authority: ORS 21.160 (1)(c)

FOR PLAINTIFF'S CLAIM FOR RELIEF HEREIN, Plaintiff alleges as follows:

1.

The amount in controversy exceeds the sum of \$50,000, and therefore, the present action
is not subject to mandatory arbitration.

2.

At all times material herein, Defendant State Farm Mutual Automobile Insurance
Company (hereinafter "State Farm") and/or its unknown business entity, was and is a foreign
corporation licensed to conduct business, and which does conduct regular and sustained business
activity in the County of Multnomah, State of Oregon.

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COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 1

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(541) 486-5464

3.

On August 23, 2022, at approximately 12:30 pm, Misty Brimmer was the seat-belted driver of her orange Subaru Cross Trek, which was at a complete stop with the brake pedal depressed and brake lights activated, on Pacific Hwy 99W near Beck Street in Polk County, Oregon. Campbell Neste, who was driving a white VW Passat, was stopped behind Ms. Brimmer. Mr. Sergio Munguia Parra, who was driving a white Chevy Silverado pickup truck, crashed into the VW Passat, propelling it into Ms. Brimmer's vehicle. Ms. Brimmer heard a screeching sound just before the single impact with her vehicle. Mr. Munguia Parra admitted fault stating, "It came up so fast." The collision caused injuries to Plaintiff's person as are hereinafter more specifically set forth.

4.

The motor vehicle collision was caused by the negligence of the underinsured motorist in one or more of the following particulars:

- (a) In failing to maintain a proper lookout for other users of the roadway;
- (b) In failing to maintain control of the vehicle then operated by the driver as would a reasonably prudent driver under the same or similar circumstances;
- (c) Careless driving: driving in a manner that endangers or would be likely to endanger any person and property in violation of ORS 811.135;
- (d) In traveling at a speed that was greater than reasonable in violation of ORS 811.100;
- (e) In following too closely in violation of ORS 811.485; and
- (f) In failing to stop, swerve, or otherwise avoid causing a collision with the vehicle then being operated by Plaintiff.

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COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS); NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 2

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1 5.

2 Plaintiff was a member of the class of persons meant to be protected by ORS 811.135,
3 ORS 811.100, and ORS 811.485. Plaintiff's injuries as hereinafter alleged are of the type that
4 these statutes were enacted to protect against.

5 **FIRST CLAIM FOR RELIEF**

6 **FOR UNDERINSURED MOTORIST BODILY INJURY BENEFITS**

7 6.

8 Plaintiff re-alleges paragraphs 1 through 5 above and incorporates the same as though
9 fully set forth herein.

10 7.

11 At all times material herein, Defendant State Farm sold and maintained an insurance
12 policy covering Plaintiff, which was in full force and effect on the date of the collision. The
13 policy provided, pursuant to statute, that State Farm would pay all sums Plaintiff was legally
14 entitled to recover as damages from the owner or operator of an underinsured motor vehicle
15 should Plaintiff suffer bodily injury caused by an accident arising out of the ownership,
16 maintenance, or use of the underinsured motor vehicle.

17 8.

18 As a direct and proximate result of the collision caused by the negligence of the
19 underinsured motor vehicle driver, Plaintiff suffered physical pain, anguish, and suffering, along
20 with permanent injuries involving the tearing, twisting, and wrenching of the muscles, tendons,
21 ligaments, nerves, and other supportive soft tissues in various parts of her body, including the
22 head, neck, hips, back, wrists, shoulders, abdomen, and knees. Specifically, Ms. Brimmer

23 sustained nerve root compression in her cervical spine and lower back, injury to the
COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 3

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1 temporomandibular joint (TMJ), and suffered frequent and debilitating migraine headaches. MRI
2 results revealed compression of the spinal cord at C4-5, disc extrusion at C5-6, and disc
3 protrusion at C6-7, causing left upper extremity radiculopathy. Additionally, she experiences
4 ongoing radicular pain and numbness in her lower extremities due to musculoskeletal injuries to
5 her hips and lower back. Ms. Brimmer's injuries are likely to be permanent and degenerative in
6 nature, making her more vulnerable to future injuries, degenerative arthritis, and degenerative
7 disc disease. Her ability to enjoy her lifestyle has been significantly impaired, causing non-
8 economic damages in an amount to be determined by a jury, but not exceeding \$250,000.

9 9.

10 As a further direct and proximate result of the collision, Plaintiff was required to and did
11 employ the services of doctors, nurses, and hospital staff for medical examinations, treatment,
12 and care of the previously described injuries. Plaintiff has thereby incurred economic damage in
13 the form of past medical expenses in the approximate amount of \$60,000, of which State Farm
14 already paid approximately \$43,000.

15 10.

16 As a further direct and proximate result of the collision, Plaintiff was required to and did
17 refrain from certain work activities and thereby incurred wage loss in the approximate amount of
18 \$30,000, of which State Farm already amount of \$21,000.

19 11.

20 Plaintiff has performed all the conditions precedent necessary for her to be entitled to
21 underinsured motorist benefits under the policy and Oregon's underinsured motorist statutes at
22 ORS 742.502 et. seq.

23 ///

COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 4

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12.

Within six months of Plaintiff submitting a proof of loss to State Farm, State Farm failed to accept coverage and consent to mutually binding arbitration only on the issues of liability and damages. Therefore, pursuant to ORS 742.061, Plaintiff is entitled to recover reasonable attorney fees, costs, and expenses incurred in investigating, instituting, and prosecuting this action for underinsured motorist benefits.

SECOND CLAIM FOR RELIEF

**BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
FOR UNDERVALUING PLAINTIFF'S UNDERINSURED MOTORIST CLAIM**

13.

Plaintiff re-alleges paragraphs 1 through 12 above and incorporates the same as though fully set forth herein.

14.

All contracts in Oregon contain an implied duty of good faith and fair dealing. The purpose of that duty is to prohibit improper behavior in the performance and enforcement of contracts, and to ensure that the parties will refrain from any act that would have the effect of destroying or injuring the right of the other party to receive the fruits of the contract. Defendant State Farm knew and had reason to know that when it originally entered the subject insurance policy contract that a primary purpose for which persons purchase such insurance is to relieve the emotional stress caused by losses negligently caused by underinsured drivers.

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COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 5

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15.

On May 2, 2024, Plaintiff presented a demand and supporting documentation to State Farm. State Farm undervalued Plaintiff's underinsured motorist bodily injury claim and has failed to make any attempt to resolve the claim, forcing Plaintiff to pursue further proceedings.

16.

As a result of Defendant's breach of its contractual obligations of good faith and fair dealing, Plaintiff suffered the economic loss of the contractual benefit of her UIM policy and the consequential non-economic damages, including increased emotional distress and anxiety, in the amount of \$25,000.

17.

Therefore, pursuant to ORS 742.061, Plaintiff is entitled to recover reasonable attorney fees, costs, and expenses incurred in investigating, instituting, and prosecuting this action for UIM benefits.

THIRD CLAIM FOR RELIEF

NEGLIGENCE *PER SE* FOR VIOLATIONS OF ORS 746.230

18.

Plaintiff re-alleges paragraphs 1 through 17 above and incorporates the same as though fully set forth herein.

19.

Plaintiff provided Defendant with documents indicating that liability was clear. On March 3, 2025, Plaintiff provided Defendant with additional medical documentation that Defendant had requested. Plaintiff has made a reasonable demand. Defendant has never acknowledged or responded to Plaintiff's demand. Defendant has failed to complete discovery or move forward with COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS); NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 6

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1 arbitration proceedings. In fact, Defendant has failed to communicate with Plaintiff at all since
2 November 12, 2024, despite Plaintiff's multiple attempts to move the case forward.

3 20.

4 State Farm was negligent in failing to fairly resolve Plaintiff's UIM claim as defined by
5 the independent standard of care provided in ORS 746.230 by:

6 (a) Failing to acknowledge and act promptly upon communications related to claims in
7 violation of ORS 746.230 (1)(b);

8 (b) Failing to attempt, in good faith, to settle claims promptly and equitably in which
9 liability had become reasonably clear, in violation of ORS 746.230 (1)(f); and

10 (c) Compelling Plaintiff to initiate litigation to recover amounts due by offering
11 substantially less than amounts ultimately recovered in an action brought by Plaintiff,
12 in violation of ORS 746.230 (1)(g).

13 21.

14 Plaintiff is within the class of persons that ORS 746.230 is meant to protect. Preventing
15 undue distress to the insured policy holder in the claims process is one of the harms the statute was
16 enacted to protect against.

17 22.

18 As a result of State Farm's negligence, Plaintiff has suffered emotional distress related to
19 the fear that she might never be fully compensated for her losses and frustration with Defendant's
20 continued inaction and most recently Defendant's refusal to communicate for six months. Plaintiff
21 seeks extracontractual non-economic damages for emotional distress in the amount of \$25,000.

22 23.

23 Plaintiff is entitled to recover attorney fees pursuant to ORS 742.061.
COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 7

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24.

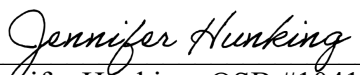
Plaintiff hereby requests a jury trial.

25.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For economic and non-economic damages pursuant to the terms of her underinsured motorist bodily injury claim in an amount which a jury determines to be fair, but not to exceed the amount of \$276,000.
2. For non-economic damages for emotional distress inflicted by Defendant in the amount of \$25,000.
3. For Plaintiff's attorney fees, costs, expenses, and disbursements incurred in bringing, investigating, and prosecuting the action; and
4. For such other relief at law and in equity as Plaintiff may show herself justly entitled.

DATED: 06/03/2025



Jennifer Hunking, OSB #104128
jennifer@hunkinglaw.com
Attorney for Plaintiff

COMPLAINT FOR BREACH OF CONTRACT (UNDERINSURED MOTORIST BODILY INJURY BENEFITS);
NEGLIGENCE PER SE AND REQUEST FOR JURY TRIAL - 8

Hunking Law, LLC
566 NW Van Buren Ave.
Corvallis, Oregon 97330
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Exhibit 2
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